DISTRICT, MUNICIPAL AND LOCAL BOARDS.

BANGALORE CITY MUNICIPALITY.

Notice dated 27th April 1918.

1. Notice is hereby given that sealed tenders for the privilege of collecting tolls for one year, from 1st July 1918 to 30th June 1919, on vehicles and animals entering the City at the marginally noted toll-gates, including a radius of 2 furlongs from each gate, will be received in the Office of the Municipal Council up to 3 P.M., on 16th May 1918.

1. Mysore road toll-gate.
2. Magadi road toll-gate.
3. Subedar Chattram road toll-gate.
4. Bellary road toll-gate.
5. Hosur road toll-gate.
6. Upparahalli cart-track toll-gate.
7. Kankanhalli road toll-gate.
8. Sampige Avenue road toll-gate.
9. Toll-gate at the Turkarpalya Railway level crossing.

2. The person tendering is required to pay an earnest deposit of Rs. 350 with his ender.

3. The Municipal Council reserves to itself the power of refusing or accepting the highest or any tender that may be offered.

4. Partnership in the contract may be allowed, if duly declared at the time when the tender is made, on condition that each partner is jointly and severally responsible for the whole amount of tender.

5. The successful tenderer shall be required to make a further deposit, making the total deposit amount equal to one-fourth of the tender value, furnishing such good security as the Municipal Council may deem fit for the due performance of the contract and to execute a contract bond on a proper stamp paper in the form annexed, within ten days of the date on which intimation of the final acceptance of the tender shall have been posted from the Municipal Office to the address of the tenderer as given in the tender or the intimation is posted on the Notice Board of the Municipal Office, by the terms of which he will be bound.

6. Failure to comply with any of the conditions subject to which the tender is accepted or the withdrawal of the tender, shall render the earnest deposit liable to forfeiture and the contract liable to resale at the risk of the contractor.

7. Subject to the terms of the bond, the successful tenderer is empowered to recover tolls in the manner prescribed by Sections 59, 78 and 79 of the Municipal Regulation, VII of 1906, on his own responsibility and at his own cost. The contractor is bound to pay the contract amount in nine consecutive monthly instalments, the first instalment being due by the 10th July 1918.

8. Any instalment that may not be paid on or before the prescribed date shall be charged with interest at 12 per cent per annum, the earnest deposit being appropriated for the overdue instalments or interest or both.

9. The contractor is bound to levy no tolls other than those mentioned in the schedule annexed and to conform to the rates therein laid down on pain of being prosecuted criminally and forfeiting his contract for contravening the terms of the same.

Further, the contractor will be bound to refund to the Municipal Council so much of the amount as he might have collected on vehicles and animals exempted from payment of toll, on production of certificate from any or all of the authorities specified in the note under this notification.

10. The contract shall not be sublet or transferred without the consent of the Council and where such consent shall have been given, the original or principal contractor shall remain jointly responsible for all amounts due under the contract.

11. The contractor will have the use of existing *toll houses* and gates and he will be required to keep them in good and substantial repair and condition at his own cost and shall not use them otherwise than as such.

SCHEDULE.

		Rs.	a.	p.
On every	four-wheeled vehicle with springs	0	4	0
Do.	two-wheeled vehicle do	0	2	0
Do	cart, jatka or other vehicles drawn by men, bulls, bullocks, horses, asses or mules (laden) ...	0	2	0
Do	do do (not laden) ...	0	1	0
Do	baffalo, bull, mule or bullock, laden	0	0	6
Do	horse over thirteen hands	0	1	0
Do	horse of or under thirteen hands	0	0	6
Do	elephant	0	8	0
Do	camel	0	1	0
Do	bicycle or tricycle	0	1	0
Do	mortor car	0	4	0
Do	motor cycle	0	2	0
Do	rickshaw	0	2	0

Explanation.—1. "Laden." An animal is not said to be laden when it is merely accounted for the purpose of being laden or ridden.

Explanation.—2. Tolls are leviable upon vehicles at the above rates irrespective of the means of traction employed, and the payment of toll in respect of any vehicle covers the animals engaged in drawing it.

NOTE.—No tolls will be levied on the following:—

(1) Vehicles and animals which are the personal property of Their Highnesses the Maharaja and Yuvaraja, vehicles bearing Municipal numbers either of City or of the Civil and Military Station or possessing passes of the City Municipality, and carriages or carts, and animals, the property of, or employed by the Government or the Municipal Council or licensed or registered by the said Council.

(2) All vehicles and animals (whether owned or hired) used for the passage of troops and of stores and equipages belonging to or reserved for the use of the Military (whether Mysore or British) or Government on their march, or of Military, Civil or Police officers on duty, or of any person or property in their custody; also carrying contractor's carts conveying Excise articles from the Government Central Distillery into the Bangalore City such as arrack, ganja, etc.

(3) All vehicles and animals in respect of which a toll has been levied in the City or in the Civil and Military Station within the period of 24 hours counted from the preceding midnight.

CONTRACT BOND FORM.

This indenture made at Bangalore City this day of 1918 between the Bangalore City Municipal Council (hereinafter called the Lessors which term shall include their successors) on the one part and (hereinafter called the Lessee which term shall include his heirs, successors, executors, administrators and assignees) on the other part.

Whereas in pursuance of the terms of the notification dated 27th April 1918, published in Part IV of the *Mysore Gazette*, dated 2nd May 1918 and in consideration of the rent hereinafter reserved and of the covenants and agreements hereinafter contained on the part of the lessee and of the deposit by him of Rs. as security for the due payment of the rent and other sums hereinafter reserved and for the due and faithful performance and observance of the covenants and agreements on his part as hereinafter contained, the lessors do hereby grant unto the lessee the privilege to collect, during the year 1918-19 (*i.e.*, from 1st July 1918 to 30th June 1919) the toll leviable under and by virtue of the Sections 59, 78 and 79 of the Mysore Municipal Regulation, VII of 1906, upon all vehicles and animals specified in the schedule annexed to the aforesaid notification, and entering the City of Bangalore.

The lessee does hereby agree and covenant under the terms of the aforesaid notification, as follows:—

(1) That he shall and will hold the said lease granted unto him during the said term and pay therefor regularly a rent or sum of Rs. by monthly instalments of Rs. into the Municipal Treasury at Bangalore City on or before the 10th of each consecutive month commencing from July 1918 and, in default of such regular payment, interest at 12 per cent per annum on overdue instalments.

(2) That he shall and will at his own cost, during the said term, demand, levy and recover payment in the manner provided by the sections aforesaid, of and from all persons liable to pay the same, the tolls on all vehicles and animals entering the city at the toll-gates sanctioned in the aforesaid notification and at rates specified in the schedule annexed as shall not have been otherwise licensed or registered or exempted.

(3) That he shall and will keep proper and correct accounts in respect of all transactions relating to the lease, and allow inspection of the same by the lessors at any time, and furnish any monthly statements required and ultimately deliver them up to the lessors on the determination of the contract.

(4) That he shall and will keep the toll-gates, toll-houses, sheds, etc., in good and substantial repair at his own expense and not use them otherwise than as such, and allow their inspection by the lessors at all reasonable times and shall at the end of the contract period deliver up possession of all the toll-houses, etc., to the lessors.

(5) That he shall bind himself to refund to the Municipal Council any sum of money so collected on vehicles and animals certified to have been exempted from payment of toll.

(6) That without the consent of the lessors he shall not assign or sublet the contract or any part thereof or allow any person to interfere in the management or performance of the contract; and that he shall declare the names of all the agents and servants proposed to be employed in the business of his contract and obtain sanction of the President therefor before appointing them for such purpose.

(7) And the lessee may, on his performing and observing the several covenants and agreements on his part hereinbefore contained, quietly hold and enjoy the said contract without interruption by the lessors but whenever the lessee shall fail, neglect or refuse to observe, perform, fulfil and keep all or any one or part of any one of the stipulations herein contained or for any other sufficient reason to be recorded, it shall be lawful for the lessors to put an end to the contract and take such legal or other steps as may be found necessary against the lessee, for the recovery of any rent, or damages, or expenses, and to appropriate the amount of security in respect of rent hereinbefore reserved or other moneys and fines by way of damages payable by the lessee.

In witness whereof the common seal of the Municipal Council for the City of Bangalore has been hereunto affixed and the said has hereunto set his hand this day of 1918.

President,
on behalf of the
Municipal Council, Bangalore.

Lessee

Notice dated 27th April 1918.

Notice is hereby given that sealed tenders for the privilege of collecting tolls for one year, from 1st July 1918 to 30th June 1919 on vehicles and animals entering the City at the Tumkur road toll-gate near Munireddipalya, will be received in the office of the Municipal Council up to 3 P.M., on 16th May 1918.

2. The person tendering is required to pay an earnest deposit of Rs. 50 with his tender.

[For other terms and the form in which the mutchalika should be executed, see Municipal Notification dated 27th April 1918, *re* other toll-gates appearing in Part IV of the *Mysore Gazette* of 2nd May 1918.]

K. P. PUTTANNA CHETTY,
Honorary President.
Municipal Council, Bangalore City.

MYSORE DISTRICT.

Notification dated 8th April 1918.

1. The right to collect tolls at the toll-gate on Yedatore bridge, Yedatore Taluk, from the 1st July 1918 to the 30th June 1919, will be sold by public auction in the Yedatore Taluk Cutcherry by the Deputy Commissioner or any other officer deputed for the purpose, on the 2nd May 1918.

2. The contractors who purchase the right must collect tolls at the rates mentioned in the schedule both on in-coming and out-going traffic and at no higher rates.

3. The Deputy Commissioner reserves to himself the power of refusing or accepting the highest or any bid that may be offered.

4. The contract amount is payable in twelve equal monthly instalments due on or before the 10th of the following month. The contractor shall pay, as soon as the sale is over, a deposit equal to two monthly instalments for the due performance of the contract. The amount in deposit will, if the conditions of the contract are complied with, be credited towards the instalments due for the last two months of the contract.

5. If the deposit is not made immediately after the close of the sale, the contract will be resold at the risk of the approved bidder. If default is made in the payment of the instalments, interest at one pie per rupee per month will be levied till the date of payment, and the unexpired portion of the contract will also be liable to be sold at the discretion of the Deputy Commissioner, and the deficit will be recovered from the contractor, who shall not be entitled to the profits, if any.

6. In addition to the amount bid for, the contractors are, subject to the conditions stated in paras 4 and 5, bound to pay local cess at one anna per rupee and a Railway cess of three pies in the rupee on the contract amount paid into the treasury.

7. The contractors are also bound to keep an account showing the daily collections, and it shall be open to inspection by the Taluk and District authorities.

8. They shall also be bound to keep true accounts of traffic passing through the gates, as specified in para 7, for which purpose they shall bind themselves to maintain at their own cost a resident mutsaddi at each toll-gate.

9. The contractors will have the use of existing toll-houses and gates, and they will be required to keep them in good repair. If any toll-gates or houses are now required, they will be put up at Government expense.